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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 LORI GRAY, *et al.*,

12 Plaintiffs,

13 v.

14 GOLDEN GATE NATIONAL  
15 RECREATION AREA, *et al.*,

16 Defendants.  
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**Case No. 3:14-cv-00511**

**~~[PROPOSED]~~ ORDER RE:  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
DIRECTING NOTICE TO THE CLASS**

1 WHEREAS, the Parties have advised the Court that they have settled the Litigation, the  
2 terms of which have been memorialized in a Settlement Agreement;

3 WHEREAS, the Litigation includes two lawsuits. Plaintiffs filed the first lawsuit, Case  
4 No. 3:08-cv-00722 (hereafter the *Gray I* lawsuit), in January 2008, covering all park areas within  
5 the Golden Gate National Recreation Area (hereafter “GGNRA”). The Parties stipulated to the  
6 exclusion of certain portions and conditions of GGNRA and the Court later excluded certain  
7 additional portions and conditions of GGNRA from the *Gray I* lawsuit in the Court’s Order on  
8 the parties’ cross motions for summary judgment. As part of the Settlement Agreement, the  
9 parties agreed to the filing of a new lawsuit (hereafter the *Gray II* lawsuit) with the same parties  
10 as the *Gray I* lawsuit, including those portions and conditions of GGNRA owned and operated  
11 by Defendants that have been excluded from the *Gray I* lawsuit. The *Gray II* lawsuit is  
12 designated by the case number set forth in the caption at the top of this Order. This Court  
13 consolidated the *Gray I* and *Gray II* lawsuits on February 5, 2014 (Dkt. No. 14). Still excluded  
14 from the Litigation are those programs conducted by non-concessioner park partners not under  
15 Defendants’ control as well as the technical accessibility of the GGNRA and Conservancy  
16 websites.

17 WHEREAS, this Court has reviewed and considered the Settlement Agreement entered  
18 into among the Parties in this Litigation, together with all exhibits thereto, the record in this case,  
19 and the motion for preliminary approval.

20 WHEREAS, this Court has reviewed the parties’ joint motion to consolidate the *Gray I*  
21 and *Gray II* lawsuits, filed separately, and has ordered the consolidation of the two lawsuits.

22 NOW THEREFORE, for good cause appearing, it is hereby ordered as follows:

23 1. All capitalized terms and definitions used herein have the same meanings as set  
24 forth in the Settlement Agreement.

25 2. The proposed settlement set forth in the Settlement Agreement is hereby  
26 preliminarily approved as being within the range of reasonableness.  
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3. The proposed Settlement Class is hereby preliminarily certified for purposes of settlement. The Settlement Class that is preliminarily certified consists of all persons with mobility and/or vision disabilities who have visited or will visit park sites owned and/or maintained by the Golden Gate National Recreational Area. For the purpose of class certification, persons with mobility disabilities are those who use wheelchairs, scooters, crutches, walkers, canes, or similar devices to assist their navigation. For the purpose of class certification, persons with vision disabilities are those who due to a vision impairment use canes or service animals for navigation and/or require large print, color contrast, or other low vision accommodations. This Settlement Class replaces the class certified in *Gray I*.

4. Existing certified Class Counsel in the *Gray I* litigation are preliminarily approved as Class Counsel for the Settlement Class and the named Plaintiffs in the *Gray I* and *Gray II* litigation are preliminarily approved as class representatives for the Settlement Class.

5. Notice of the proposed Settlement Agreement should be given to Class Members.

6. The contents of the full length and shortened version of the class notice (hereafter “Notice”), which are attached to the Settlement Agreement as Exhibits A and B, are hereby approved as to form.

7. The Parties are hereby authorized to issue the Notice as follows:

By March 25, 2014, the Parties shall distribute notice of the proposed Settlement Agreement advising the Class of the terms of the proposed Settlement Agreement and their right to object to the proposed Settlement Agreement. This notice shall be distributed as follows:

(a) Defendants shall mail or email the full length Notice to the 35 persons that were contacted by National Center on Accessibility as part of GGNRA’s Self Evaluation and Transition Plan process, to the extent Defendants have mail or email addresses for such individuals.

(b) Defendants shall mail or email the full length Notice to the 1 person Defendants are aware of who has, since the *Gray I* action began, both communicated to GGNRA a concern about access at GGNRA and provided contact information.

1 (c) Class Counsel shall mail or email the full length Notice to all Class  
2 Members whose declarations Counsel submitted in *Gray I* (excluding those who are deceased).

3 (d) Defendants shall post the shortened version of the Notice on visitor  
4 bulletin boards at all staffed GGNRA visitor centers and all GGNRA visitor information kiosks  
5 with interchangeable content for a period of 90 days.

6 (e) Defendants shall post links to the full length Notice in English, Spanish,  
7 and Chinese languages on the accessibility page of GGNRA's website for 90 days. (Class  
8 Counsel will prepare the Spanish-language and Chinese-language versions of the Notice.)

9 (f) Class Counsel shall post the full length Notice in English, Spanish, and  
10 Chinese languages on the homepage of Disability Rights Advocates for a period of 90 days.

11 (g) Defendants shall post the complete Settlement Agreement on the GGNRA  
12 accessibility webpage and Class Counsel shall post the complete Settlement Agreement on Class  
13 Counsel's website, during the time period from issuance of notice up to the date of the final  
14 approval hearing.

15 (h) Class Counsel shall distribute the full length Notice on the following  
16 disability list serves: [adapt.cal@yahoogroups.com](mailto:adapt.cal@yahoogroups.com) and [berkeley-disabled@yahoogroups.com](mailto:berkeley-disabled@yahoogroups.com);

17 (i) Plaintiff California Council of the Blind will distribute the full length  
18 Notice to its members through its internet distribution channels.

19 (j) Class Counsel shall mail or email the shortened version of the Notice to  
20 the executive directors of California Foundation for Independent Living Centers and independent  
21 living centers in California listed in Exhibit C to the Agreement with a request that it be posted  
22 and/or circulated in any email newsletters.

23 (k) Class Counsel shall mail or email the shortened version of the Notice to  
24 the disability organizations listed in Exhibit C to the Agreement with a request that it be posted  
25 and/or circulated in any email newsletters.

1 (l) Class Counsel shall mail the full length Notice to any members of the  
2 proposed class who have submitted any access complaints concerning GGNRA to Class Counsel  
3 since the *Gray I* action began to the extent Class Counsel have contact information for such  
4 individuals.

5 (m) Class Counsel shall make the full length and shortened version of the  
6 Notice available upon request in the following alternative formats: Braille, large print, and audio  
7 CD.

8 (n) The expense of mailings and postings by Defendants will be borne by  
9 Defendants; the expense of mailings and postings by Class Counsel will be borne by Class  
10 Counsel. The expense of translations will be borne by Class Counsel.

11 8. The Court finds that the forms of notice to Class Members regarding the proposed  
12 Settlement Agreement, including the methods of dissemination to the proposed Class in  
13 accordance with the terms of this order, constitute the best notice practicable under the  
14 circumstances.

15 9. Objections by any Class Member to the proposed settlement contained in the  
16 Settlement Agreement, including any objections to Plaintiffs' Motion for Reasonable Attorneys'  
17 Fees and Costs, shall be heard, and any papers submitted in support of said objection shall be  
18 considered by the Court at the Fairness Hearing only if, on or before June 9, 2014, such objector  
19 files with the Clerk of the United States District Court for the Northern District of California a  
20 notice of his, her or its objection and a statement of the basis for such objection. Copies of the  
21 foregoing must also be mailed or delivered to counsel for the Parties identified in the class  
22 notice. In order to be considered, all objections must be submitted to and actually received by  
23 the Court on or before June 9, 2014. A Class Member need not appear at the Fairness Hearing  
24 in order for his, her or its objection to be considered.

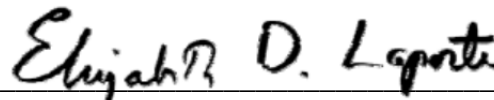
10. Class Members may also appear and address the Court at the Fairness Hearing either directly or through any counsel they have retained subject to the following: in order to be heard orally at the hearing, an objector must include with his, her or its objection a notice of intent to appear at the Fairness Hearing. No later than June 24, 2014, the Parties shall file statements of compliance with notice requirements, proposed orders granting final approval of class action settlement and motion for attorneys' fees and costs, and any papers in response to any objections submitted by class members, and shall serve copies of such papers upon each other and upon any objector who has complied with the provisions of Paragraphs 9 and 10 of this Order. Class Counsel and counsel for Defendants shall also certify to the Court that they have provided notice of the proposed Settlement Agreement to the Class as required by paragraph 7.

11. A hearing (the "Fairness Hearing") shall be held by the Court on July 8, 2014 at 9:30 a.m., in United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, to consider and determine whether the proposed settlement of the Litigation on the terms set forth in the Settlement Agreement should be approved as fair, just, reasonable, adequate and in the best interests of the Class; whether Class Counsel's attorneys' fees and reimbursement of expenses should be approved in the amount agreed to in the Settlement Agreement; and whether the Order approving the settlement and dismissing the Litigation, subject to the Court retaining jurisdiction as set forth in the Settlement Agreement, should be entered.

12. The Fairness Hearing may, from time to time and without further notice to the Class Members (except those who have filed timely objections or entered an appearance), be continued or adjourned by order of the Court.

**IT IS SO ORDERED.**

DATED: March 13, 2014



HONORABLE ELIZABETH D. LAPORTE  
UNITED STATES MAGISTRATE JUDGE